

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS (CORPUS CHRISTI)

	-----X	
	)	
In re:	)	Chapter 11
	)	
ASARCO, LLC, <i>et al.</i> ,	)	Case No. 05-21207
	)	(Jointly Administered)
	)	
	)	
Debtor.	)	
	-----X	

NOTICE OF PARTIAL TRANSFER OF CLAIM  
PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: **FULCRUM CREDIT PARTNERS LLC** ("Transferor")  
3801 S. Capital of Texas Hwy. Ste 330  
Austin, Texas 78704-4464  
Fax: (512) 473-2772

2. Please take notice of the transfer, in the amount of \$12,000,000.00, of your general unsecured claim against ASARCO, LLC, above, as evidenced by the Proof of Claim No. 18225 (attached in Exhibit B hereto), to:

**HALCYON MASTER FUND, L.P.** ("Transferee")  
c/o Halcyon Asset Management LP  
477 Madison Avenue  
New York, New York 10022  
Fax: (212) 838-8299

An evidence of transfer of claim is attached hereto as Exhibit A. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee at the instructions attached in Exhibit C.

3. No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court  
Southern District of Texas (Corpus Christi)

Attn: Clerk of Court  
1133 N. Shoreline Blvd.  
Corpus Christi, TX 78401

-- **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.**

-- Refer to **INTERNAL CONTROL NO.** \_\_\_\_\_ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING.**

CLERK

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**FOR CLERK'S OFFICE USE ONLY:**

This notice was mailed to the first named party, by first class mail, postage prepaid on \_\_\_\_\_, 2009.

INTERNAL CONTROL NO. \_\_\_\_\_

Copy: (check) Claims Agent \_\_\_\_ Transferee \_\_\_\_ Debtor's Attorney \_\_\_\_

\_\_\_\_\_  
Deputy Clerk

**EXHIBIT A**

**EVIDENCE OF TRANSFER OF CLAIM**

EXHIBIT A

EVIDENCE OF TRANSFER

TO: THE DEBTOR AND THE BANKRUPTCY COURT

Fulcrum Credit Partners LLC, with an address at 3801 S. Capital of Texas Hwy. Ste 330, Austin, Texas 78704-4464 ("Seller") transfers unto Halcyon Master Fund, L.P., its successors and assigns ("Buyer"), pursuant to the terms of that certain Purchase and Sale Agreement For Certain Claims In The Chapter 11 Cases,<sup>1</sup> of even date herewith (the "Agreement"), all of its right, title and interest in and to the claims, identified on the attached Schedule (the "Claims"), against ASARCO LLC (the "Debtor"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of Texas (the "Court"), jointly administered under In re ASARCO LLC, et al., Chapter 11, Case No. 05-21207. Seller hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the foregoing Claims and recognizing the Buyer as the sole owner and holder of the Claims. Seller further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Claims, and all payments or distributions of money or property in respect of the Claims, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Evidence of Transfer to be duly executed as of July 2, 2009.

SELLER:

FULCRUM CREDIT PARTNERS LLC

By: 

Name: Matthew W. Hamilton

Title: Authorized Signatory

BUYER:

HALCYON MASTER FUND, L.P.

By: Halcyon Offshore Asset Management LLC,  
Its Investment Advisor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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<sup>1</sup> Capitalized terms not otherwise defined herein, have those meaning ascribed to such terms in the Agreement.

**EXHIBIT A**

**EVIDENCE OF TRANSFER**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

Fulcrum Credit Partners LLC, with an address at 3801 S. Capital of Texas Hwy. Ste 330, Austin, Texas 78704-4464 ("**Seller**") transfers unto Halcyon Master Fund, L.P., its successors and assigns ("**Buyer**"), pursuant to the terms of that certain Purchase and Sale Agreement For Certain Claims In The Chapter 11 Cases,<sup>1</sup> of even date herewith (the "**Agreement**"), all of its right, title and interest in and to the claims, identified on the attached Schedule (the "**Claims**"), against ASARCO LLC (the "**Debtor**"), in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Court**"), jointly administered under In re ASARCO LLC, et al., Chapter 11, Case No. 05-21207. Seller hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the foregoing Claims and recognizing the Buyer as the sole owner and holder of the Claims. Seller further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Claims, and all payments or distributions of money or property in respect of the Claims, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Evidence of Transfer to be duly executed as of July \_\_\_\_, 2009.

**SELLER:**

FULCRUM CREDIT PARTNERS LLC

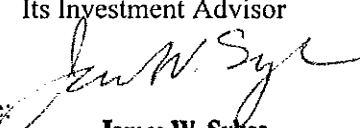
By:  
Name:  
Title:

**BUYER:**

HALCYON MASTER FUND, L.P.

By: Halcyon Offshore Asset Management LLC,  
Its Investment Advisor

By:  
Name:  
Title:

  
**James W. Sykes**  
**Managing Principal**

**EXHIBIT B**

**PROOF OF CLAIM**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION**

In re:	§	Case No. 05-21207
	§	
ASARCO LLC, <i>et al.</i> ,	§	Chapter 11
	§	
Debtors.	§	Jointly Administered
	§	

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**ORDER APPROVING COMPROMISE AND SETTLEMENT  
WITH READY MIX USA, LLC**

Upon consideration of the *Motion to Approve Compromise and Settlement Agreement with the Ready Mix USA, LLC* (the "Motion"); and it appearing that the Court has jurisdiction over this matter; and it appearing that due notice of the Motion has been provided as set forth in the Motion, and that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is in the best interests of the Debtor and its estate and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore, it is

**ORDERED** that the compromise and settlement (the "Settlement") between ASARCO LLC and Ready Mix USA, LLC, as described in the Motion, is approved; and it is further

**ORDERED** that pursuant to the Settlement, Ready Mix shall have an allowed general, unsecured claim in the amount of \$12 million in full satisfaction of its surviving Proof of Claim No. 18225; and it is further

**ORDERED** that that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Case 05-21207 Document 8903-2 Filed in TXSB on 08/29/2008 Page 2 of 2

Dated: \_\_\_\_\_, 2008

SEP 23 2008

  
RICHARD S. SCHMIDT  
UNITED STATES BANKRUPTCY JUDGE



**www.flsb.uscourts.gov**

LF-61 (rev. 04/07)

**File claim with bankruptcy clerk's office where judge assigned to case is chambered.**

Schedule 4.11

May 23, 2000

AGREEMENT

This AGREEMENT, made and entered into this the 23<sup>rd</sup> day of May, 2000 by and among ASARCO Incorporated, Tennessee Mines Division ("TMD"), a corporation organized under the laws of the State of New Jersey duly authorized to do business in the State of Tennessee with a place of business in Jefferson County, Tennessee and AMERICAN LIMESTONE COMPANY, INC. ("ALC"), a corporation organized under the laws of the State of Delaware duly authorized to do business in the State of Tennessee with a place of business in Knox County, Tennessee.

WITNESSETH:

WHEREAS, TMD is engaged in the mining and production of zinc from underground mines and surface mills located in Jefferson, Knox and Grainger Counties (the "Properties").

WHEREAS, said mining and production operations produce by-products which include: (1) crushed Number 4 and Number 57 stone by-products which are more particularly defined in Exhibit I hereto ("Aggregates"); (2) agricultural limestone which is more particularly described in Exhibit II hereto ("Ag Lime") or an updated specification which is approved by the state where the Ag Lime is marketed; (3) limestone masonry sand which is more particularly described in Exhibit III hereto ("Masonry Sand") (sometimes referred to in the industry as 20 Mesh); and (4) items in (1), (2) and (3) are collectively referred to as the "Products"; all of which by-products have been previously supplied by TMD to ALC.

NOW, THEREFORE, for and in consideration of the premises and the promises of the parties contained herein, the parties hereto agree as follows:

1. TMD hereby grants to ALC the exclusive right to purchase all Aggregates and Masonry Sand produced by TMD's mining and milling operations and ALC agrees to purchase all of TMD's production of Aggregates and Masonry Sand, except that normal working inventory equivalent to three months of normal annual production shall be maintained at all times. TMD shall provide by December 1<sup>st</sup> of each year the approximate quantities of such materials specified in Exhibits I and III expected to be produced the following calendar year.
2. TMD will provide the scale house, two 60' industrial scales for weighing tractor and trailers up to 80,000 pounds, and a heavy duty 5/8 cubic yard clamshell loader for leveling loads on trucks. The two scale operators shall be provided by TMD and will be bonded and certified by the State of Tennessee Department of Weights and Measures. The scales should be checked regularly and certification of the scales should be posted at all times.
3. TMD shall be responsible for sizing production at the Properties into a size #57 and size #4 stone and stockpiling each accordingly. Approximately 50 percent of the Aggregate produced at the Properties shall be sized to #57 size and 50 percent

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FOR THE SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION

In re:	§	Case No. 05-21207
	§	
ASARCO LLC, <i>et al.</i>	§	Chapter 11
	§	
Debtors.	§	Jointly Administered
	§	

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MOTION FOR ORDER AUTHORIZING DEBTOR TO REJECT  
BY-PRODUCTS PURCHASE AGREEMENT WITH  
AMERICAN LIMESTONE COMPANY, INC.

IF YOU WANT A HEARING, YOU MUST REQUEST ONE IN WRITING, AND YOU MUST RESPOND SPECIFICALLY TO EACH PARAGRAPH OF THIS PLEADING. YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY DAYS FROM THE DATE YOU WERE SERVED AND GIVE A COPY TO THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THIS PLEADING AS UNOPPOSED AND GRANT THE RELIEF SOUGHT.

IF A PARTY REQUESTS EMERGENCY CONSIDERATION, THE COURT MAY ACT EXPEDITIOUSLY ON THE MATTER. IF THE COURT ALLOWS A SHORTER RESPONSE TIME THAN TWENTY DAYS YOU MUST RESPOND WITHIN THAT TIME. IF THE COURT SETS AN EMERGENCY HEARING BEFORE THE RESPONSE TIME WILL EXPIRE, ONLY ATTENDANCE AT THE HEARING IS NECESSARY TO PRESERVE YOUR RIGHTS. IF AN EMERGENCY HEARING IS NOT SET, YOU MUST RESPOND BEFORE THE RESPONSE TIME EXPIRES.

TO THE HONORABLE RICHARD S. SCHMIDT, UNITED STATES BANKRUPTCY JUDGE:

ASARCO LLC ("ASARCO" or the "Debtor"), respectfully files this Motion for Order Authorizing Debtor to Reject By-Products Purchase Agreement with American Limestone Company, Inc. (the "Motion").

PARTIES, JURISDICTION, AND VENUE

1. On August 9, 2005 (the "Petition Date"), ASARCO filed its voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in this Court. On April 11, 2005, several of ASARCO's wholly owned direct or indirect subsidiaries

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	§	
ASARCO LLC, <i>et al.</i> ,	§	Chapter 11
	§	
Debtors.	§	(Jointly Administered)
	§	

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**ORDER GRANTING MOTION FOR AUTHORIZATION TO REJECT BY-PRODUCTS  
PURCHASE AGREEMENT WITH AMERICAN LIMESTONE COMPANY, INC.**

Upon the motion (the "Motion") of the Debtor in the above captioned case, for entry of an order, pursuant to sections 105(a) and 365(a) of title 11 of the United States Code and Federal Rule of Bankruptcy Procedure 6006, authorizing rejection of certain by-products purchase agreement, and due and adequate notice of the Motion having been provided under the circumstances; and it appearing that rejection of the contract attached as Exhibit A to the Motion (the "Contract") is in the best interest of the Debtor, its estate and creditors; and upon the Motion and the full record in these cases; and after due deliberation and sufficient cause appearing therefor; it is therefore

**ORDERED** that the Motion is **GRANTED**; and it is further

**ORDERED** that the Contract is rejected effective as of November 22, 2005. Notwithstanding the foregoing, nothing in this Order shall limit the right of a party under the Contract subject to this Motion from seeking allowance of an administrative claim under 11 U.S.C. § 503, if deemed appropriate by it, for postpetition services, or the right of the Debtor to oppose such relief; and it is further

**ORDERED** that nothing in the Motion or Order shall constitute a waiver, admission, or estoppel in respect of any claims or defenses the Debtor may have arising out of or

## Zinc Aggregate Impact To Rinker South Central

Year	June of	to May	Volume (Tons)	Lost Margin (Per Ton)	Total Lost Margin
1	2007	2008	665,000	\$ 3.49	\$ 2,319,210
2	2008	2009	900,000	\$ 3.49	\$ 3,138,780
3	2009	2010	1,100,000	\$ 3.49	\$ 3,836,287
4	2010	2011	1,100,000	\$ 3.49	\$ 3,836,287
5	2011	2012	1,100,000	\$ 3.49	\$ 3,836,287
6	2012	2013	1,100,000	\$ 3.49	\$ 3,836,287
7	2013	2014	1,100,000	\$ 3.49	\$ 3,836,287
8	2014	2015	1,100,000	\$ 3.49	\$ 3,836,287
9	2015	2016	1,100,000	\$ 3.49	\$ 3,836,287
10	2016	2017	1,100,000	\$ 3.49	\$ 3,836,287
11	2017	2018	1,100,000	\$ 3.49	\$ 3,836,287
12	2018	2019	1,100,000	\$ 3.49	\$ 3,836,287
13	2019	2020	1,100,000	\$ 3.49	\$ 3,836,287
14	2020	2021	1,100,000	\$ 3.49	\$ 3,836,287
15	2021	2022	1,100,000	\$ 3.49	\$ 3,836,287
16	2022	2023	1,100,000	\$ 3.49	\$ 3,836,287
17	2023	2024	1,100,000	\$ 3.49	\$ 3,836,287
18	2024	2025	1,100,000	\$ 3.49	\$ 3,836,287
19	2025	2026	1,100,000	\$ 3.49	\$ 3,836,287
20	2026	2027	1,100,000	\$ 3.49	\$ 3,836,287
21	2027	2028	1,100,000	\$ 3.49	\$ 3,836,287
22	2028	2029	1,100,000	\$ 3.49	\$ 3,836,287
23	2029	2030	1,100,000	\$ 3.49	\$ 3,836,287
24	2030	2031	1,100,000	\$ 3.49	\$ 3,836,287
			25,765,000		\$ 89,856,298

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\$00.410  
06/12/2007  
Mailed From 33301  
US POSTAGE



Hasler

Boca Raton Fort Lauderdale Miami Tallahassee

*we deliver creative and effective business solutions and counsel*  
**BERGER SINGMAN**  
attorneys at law

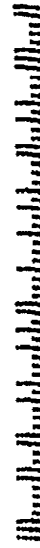
350 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

ASARCO LLC  
c/o The Trumbull Group, L.L.C.  
P.O. Box 721  
Windsor, CT 06095-0721

**RECEIVED**

JUN 18 2007

**THE TRUMBULL GROUP**



060955+0721

**EXHIBIT C**

**Address for Notices:**

Halcyon Master Fund, L.P.  
c/o Halcyon Asset Management LP  
Attn: Matt Seltzer  
477 Madison Avenue  
New York, New York 10022  
Fax: (212) 838-8299

**Wire Instructions:**

Deutsche Bank Trust Company  
ABA No.: 021-001-033  
Acct. No.: 00884205  
Acct. Name: Deutsche Bank Prime Brokerage  
FFC: Halcyon Master Fund, L.P.  
Acct No: 106-04155